

IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT ATLANTA DIVISION

Jovan M. Dharf-Plaintiff: United States of America

VS

Defendant: Taylor Kristan

Case No.:

1:23-CV-4020

SUMMARY

The complainant, Jovan Duhart, alleges that the defendant wrongfully retained the minor child, Annabelle Duhart, in Stuttgart, Germany on April 6th, 2023 to until now. The defendant is also accused of attempting to initiate a false allegation of domestic violence on August 9th, 2023.

Which was dismissed by the German court and was dismisses before even going to trial 22.08.2023. This complaint aims to establish a basis for detention in the ex-parte proceeding.

JURISDICTION AND VENUE

Jurisdiction lies under 18 U.S. Code § 3261, due to the defendant's federal employment, placing them within the federal criminal jurisdiction of the US District Court of Atlanta. This jurisdiction is rooted in the violation of U.S. Federal laws leading to the alleged international parental abduction of the minor child.

Venue is deemed appropriate based on Title 22 CH 97 ICARA §9003, as all involved parties are US Citizens who have maintained a significant connection to Cobb County, Georgia. The county court holds a legitimation order from October 8th, 2018, further anchoring the child's connections within the United States.

Jurisdiction is also asserted under 18 U.S.C. § 1073, The Fugitive Felon Act, despite certain ambiguities. The defendant's actions of concealing the minor child and evading civil litigation lend credence to this jurisdiction. After falsely alleging the defendant has gone into hiding and refused and is aware of the US Case

SERVICE OF PROCESS

Given the international nature of this case, the magistrate is recommended to oversee the initial proceedings, which may involve serving necessary documents and potentially ordering the removal of the defendant under 18 U.S. Code § 3261, as the defendant is a US Federal Employee.

PARTIES

The complainant, Jovan Duhart, is a Clinic Director for the Defense Health Agency Wellness Program and a resident of the State of Georgia, currently stationed temporarily in Stuttgart, Germany.

The Defendant, Taylor Kristan a federal NAF Employee, is accused of being involved in the wrongful retention of the minor child, residing somewhere in Stuttgart, Germany.

FACTUAL ALLEGATIONS

COUNT 1

18 U.S. Code § 1204 International Parental Kidnapping

The defendant allegedly attempted to retain the minor child in Germany on April 6th, 2023, following a wrongful removal/ retention from April 5th, 2023, to May 31st, 2023. This occurred in the midst of a dispute over custody and petition for sole legal custody. The complainant asserts that the defendant's actions deviated from established custody agreements, leading to the defendant's current intent to wrongfully retain the child in Germany. "The mother states she does not want to return to the USA." It is further founded under the shared parental intent standard of the US Supreme Court the relocation was temporary, and the plan was always to return to the US. This is evidenced by the Sole Custody Relocation Agreement signed by the defendant prior to moving to Germany. Which was filed with the department of defense as requirement for bringing the minor child into Germany.

COUNT 2

Gc § 16-5-45. Interstate Interference With Custody

Interference with custody, as outlined in GC § 16-5-45, the defendant has removed the child from the habitual primary residence with the intent to permanently change the child's primary residence, and wrongfully retain the child in Germany. The complainant maintains that this course of action was taken without consent, impacting the child's established routine and custody arrangements.

COUNT 3

42 U.S. Code § 1320d-6 Wrongful Disclosure Of Individually Identifiable Health Information

42 U.S. CODE § 1320D–6 outlines wrongful disclosure of individually identifiable health information. The complainant contends that the defendant unlawfully and willfully disseminated protected health information with the intent to undermine the complainant's parental rights. This act is purportedly rooted to establish the complainant as mentally incompetent, thereby jeopardizing his parental rights. This was done without the complainant knowledge, or consent or court order furthermore these documents were protected and sealed under the Child Abuse Prevention and Treatment Act (CAPTA)legislation.

COUNT 4

31 U.S.C. §§ 3729 – 3733 Violation False Claims Act

31 U.S.C. §§ 3729 – 3733 violations and related offenses are alleged against the defendant. The complainant asserts that the defendant falsified documents, misrepresenting information to secure personal benefits. This is said to have included deceitful attempts to secure domestic violence protection and special victims counsel, alongside other alleged fraudulent actions to achieve the goal of legally retaining the minor child in Germany. 04.08.2023 "Ms. Fasolt reported that she had been to the Chief Commander of the U.S. Armed Forces in Stuttgart last week Friday for a conversation with Ms. Kristan and Duhart. The conversation took place at Kelley Barracks. Ms. Kristan had moved into a shelter of the American army Mr. Duhart had again tried in the conversation to instrumentalize those present and to take his side. He also left the conversation after 20 minutes agitated. The Complainant was never at this meeting and had an alibi for the complainant was in Tyrol Italy at the time with his girlfriend. This was also corroborated by the garrison commander COL Alexander, in a sworn statement on 15.08.2023. For a second time the defendant abuses the protections of domestic violence victims in order to wrongfully retain the child in Germany.

COUNT 5 18 U.S. Code § 1201 – Conspiracy to Kidnap

Conspiracy to Kidnap, as outlined in 18 U.S. Code § 1201, is presented as a charge against the defendant. The complainant alleges that a federal employee and co-worker "Ms. Erin Genatowski-Foy" acting on the defendant's behalf unlawfully removed the child during her official duty hours. If two or more persons conspire to violate this section and one or more of such persons do any overt act to affect the object of the conspiracy, each shall be punished by imprisonment for any term of years or for life. Upon court determination of foreign judgement, the determination of the affirmative defense of domestic violence case was terminated by the German courts on 05.04.2023. On 09.03.2023 Upon arrival to Military Installation with the German authority's child was going to be released into the plaintiff's care. 09.03.2023 During phone conversation with the victim's sister he stated, "This whole thing is killing me" Federal employee who wrongfully removed the child calls German EMS making false statements stating the father has suicidal ideations. This was later disproven by a by the sister talking to the clinician and subsequential release on 10.03.2023. The intent to conspire against the father is exacerbated by the embellishment and false testimony of the federal employee This act of conspiracy is claimed to have been undertaken without the complainant's knowledge or consent. The issue of whether or not the defendant and federal employee can be charged is established under the court held under Taylor v. Commonwealth, 260 Va. 683 (2000) Record No. 992996 260 Va. 683, (2000). The victim instead of unlawfully removing the child followed the due process of the law. It is affirmed it would be a mockery of the law to reward the defendant for criminal actions and punish the victim for adhering to the law.

COUNT 6

§ 16-10-20 violations highlight a pattern of falsification and omission allegedly employed by the defendant. These actions have created clear pattern of misrepresentation and falsification for personal benefit. The defendants U.S. passport should be revoked pursuant to 22 C.F.R. § 51.62

during the during the period of had fraudulently used an expired Schengen visa. The defendant arrived in Germany in 15.08.2021 under a Schengen visa for 90 days which ended 13.11.2021 (C visas) and registered under the complainants address on or around 14 OCT 2021. The defendant initiated a pre-employment physical on 17.11.2023. The defendant allegedly still applied for SOFA status under fraudulent Schengen visa, to obtain US employment in a foreign country.

COUNT 7

18 U.S. Code Chapter 73 - Obstruction Of Justice

The complainant asserts that the defendant has obstructed the return of the minor child. By making further false claims to both military, foreign officials, law enforcement officers investigating and this is a "Custody Issue" stating the US Legitimation order is not valid which states "The parties are to have joint legal and physical custody of the minor child, with shared decision-making authority and full access to all information concerning the child's education, religious training, and medical care" to have been carried out without foreign court orders and may have adversely impacted due process of the law.

CONCLUSION

In light of the allegations brought forth by the complainant, it is asserted that immediate judicial intervention is necessary to protect the child's well-being and potential familial connections. The charges encompass a spectrum of felony level offenses, both within the realm of family law and potentially broader federal regulations. The court is encouraged to carefully examine the evidence presented and determine the appropriate course of action in the pursuit of justice and the protection of the minor child The defendant's actions warrant consideration under the Family Violence Act of Georgia (O.C.G.A. § 19-13-1 et seq.)

Enclosures

- 1. Original Custody Agreement
- 2. Sole Custody Relocation Agreement
- 3. Parenting Agreement
- 4. Criminal Intent
- 5. Special Military Power Of Attorney
- 6. Military Relocation Orders

Enclosure 1 Original Custody Agreement

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IN THE SUPERIOR COURT OF COME

STATE OF GEORGIA Clerk of Superior Court Cobb Counts

JOVON DUHART.

VS.

* CIVIL ACTION FILE

Petitioner,

* NUMBER 18-1-6975-53

TAYLOR KRISTAN,

.

Respondent.

ORDER OF LEGITIMATION

The within and foregoing case having come on for hearing on the 8th day of October, 2018, on Petitioner's Petition For Legitimation and Petitioner having appeared pro se and Respondent having executed a sworn Mother's Consent To Legitimation and after hearing evidence from Petitioner and Respondent, the Court hereby finds and orders the following, to wit:

1.

Respondent/Mother has consented to venue and jurisdiction in Cobb County Superior Court and has waived any additional notice of hearing.

2.

Respondent/Mother has filed a sworn Mother's Consent To Legitimation.

3.

Petitioner, as the father of the minor child at issue, Annabelle Clarice Duhart, born 2013, is entitled to the relief sought in his Petition For Legitimation under the provisions of O.C.G.A. § 19-7-22.

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ID# 2018-0141771-cv

4.

It is therefore the decision of this Court that Plaintiff/Father is entitled to the relief demanded in said petition, and it is the judgment of this Court that Annabelle Clarice Duhart, born 2013, is hereby declared to be legitimate and to be the legitimate child of Jovon Duhart, capable of inheriting from her father in the same manner as if born in lawful wedlock.

5.

The parties are to have joint legal and physical custody of the minor child, with shared decision-making authority and full access to all information concerning the child's education, religious training, and medical care. Child Support is not addressed at this time as the parties live together with the minor child.

6.

No changes to the minor child's birth certificate are requested at this time.

SO ORDERED this 8th day of October, 2018.

MICHAEL STODDARD

SENIOR JUDGE, STATE OF GEORGIA

COBB JUDICIAL CIRCUIT

Duhart v. Kristan C.A.F.N. 18-1-6975-53

UNITED STATES DISTRICT COURT

for the

,	Northern District of	Georgia	
United States of America	ihart)		
v. Taylor Kristan)	Case No.	
Taylor Kilstan	ý		
)		
Defendant(s)			
	CRIMINAL COM	IPLAINT	
I, the complainant in this case	, state that the following is t	rue to the best of my knowledge and belief.	
On or about the date(s) of	i	n the county of	in the
District of	, the defer	dant(s) violated:	
Code Section		Offense Description	
1. 18 USC 1204 (Principal Offense)	1.INTERNATIONAL PAR	ENTAL KIDNAPPING	
	Other felony offenses that complaint.	t lead to wrongful removal listed in verified c	riminal
This criminal complaint is bas	ed on these facts:		
VERIFIED CRIMINAL COMPLAINT STATEMENT OF MATERIAL FACTS	& INDEX		
Continued on the attached	sheet.		
		Complainant's signature	
		Deign Language Links	
		Printed name and title	
Sworn to before me and signed in my	presence.		
Date:			
		Judge's signature	
City and state:			
_ (Printed name and title	

Print Save As... Attach

Case 1:23-cv-04020-SDG Document 3 Filed 09/11/23 Page 12 of ___Filed In Office

IN THE SUPERIOR COURT OF COBB COM STATE OF GEORGIA

Clerk of Superior Court Cobb County

Civil Action File No

and

Respondent: _

ACKNOWLEDGMENT OF SERVICE

The undersigned Respondent hereby acknowledges service of the above Petition for Legitimation and states that she has received a copy of said Petition, and Respondent hereby waives any and all further notice, service, and issuance of process.

____ day of _

your name here before Notary)

Respondent, Self-Represented

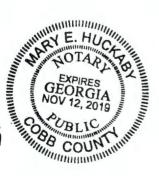
pondent's Name (print or type): _ Respondent's Address: 4809 Helaa

Moodstock Respondent's Telephone Number: 770-500-9042

Sworn to and affirmed before me

My commission expires:

(Notary Seal)



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Filed In Office Sep-14-2018 16:31:03 -01/30664 IN THE SUPERIOR COURT OF COBB COU STATE OF GEORGIA Clerk of Superior Court Cobb County CIVIL ACTION FILE NUMBER RESPONDENT'S ANSWER TO PETITIONER'S PETITION FOR LEGITIMATION and I am representing myself in this legitimation action. In support of my case, I state the following: 1. Respondent (CIRCLE ONE: ADMITS OR DENIES) the allegations contained in Paragraph 1 of 2. 3.

Respondent (CIRCLE ONE: ADMITS OR DENIES) the allegations contained in Paragraph 2 of Petitioner's Petition for Legitimation.

Respondent (CIRCLE ONE, ADMITS OR DENIES) the allegations contained in Paragraph 3 of Petitioner's Petition for Legitimation.

4.

Respondent (CIRCLE ONE ADMITS OR DENIES) the allegations contained in Paragraph 4 of Petitioner's Petition for Legitimation.

5.

Respondent (CIRCLE ONE ADMITS) OR DENIES) the allegations contained in Paragraph 5 of Petitioner's Petition for Legitimation.

"Legitimation Packet" Provided by the Superior Court of Cobb County.

Duhart

VERSUS

My name is

Petitioner's Petition for Legitimation.

Page 26 of 41 Rev 7. 2/2017 6.

Respondent (CIRCLE ONE: ADMITS OR DENIES) the allegations contained in Paragraph 6 of Petitioner's Petition for Legitimation.

7.

OR DENIES) the allegations contained in Paragraph 7 of Respondent (CIRCLE ONE: ADMIT\$ Petitioner's Petition for Legitimation.

8.

Respondent (CIRCLE ONE: ADMITS OR DENIES) the allegations contained in Paragraph 8 of Petitioner's Petition for Legitimation.

Ign your name here before notary) Respondent, Self-Represented

Respondent's Name (Print or Type): Toulor Kriston

Respondent's Address: 4809 Helga Way Woodstock GA

Respondent's Telephone Number: 770.500.9643

Sworn to and affirmed before me

My Commission Expires: (Notary Seal)

IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

. SIAIL	OF GEORGIA
Jaion Duwart, PETITIONER, VERSUS Taylor Kristan, RESPONDENT.	CIVIL ACTION FILE NUMBER
CERTIFICATE	OF SERVICE
documents: ANSWER TO PETITIONER'S PET	
Respondent's	me here before notary) Respondent, Self-Represented Name (Print or Type): Taylor Kriston Address: 4909 Helga Way Woodstork, GA

Sworn to and affirmed before me this 141 day of 2018, 20__.

My Commission Expires: 11-12-19

(Notary Seal)



Respondent's Telephone Number: 770.500.9642

"Legitimation Packet"

Provided by the Superior Court of Cobb County.

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General Civil and Domestic Relations Case Filing Information Form

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Page 1

Rebecca Keaton

IN THE SUPERIOR COURT OF COBB COUNTY

STATE OF GEORGIA

Jovan Duhart CIVIL ACTION # 18-1-6975-53
VS.
Taylor Kristan
NOTICE OF SCHEDULING.
The above styled case has been scheduled for an uncontested final hearing
on Oct _ 8, 2018 This hearing will be held in
Courtroom "2000" on the 2 nd floor of the Superior Court, at 1:30°. The
Honorable Judge Grubbs presiding.
Calendar Clerk
f you will require the service of a language nterpreter please contact Cathy Dunn at 770-528-1861

5/2015

at least 72 hours before your court date.

Case Number: 18-1-6975-53

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Enclosure 2 Sole Custody Relocation Agreement

CUSTODY & RELOCATION AGREEMENT

This Custody & Relocation Agreement (this "Agreement") is made and entered into as of this 29 day of April 2021, (the "Effective Date") by and between:

Parent 1: Jovan Michael Duhart

Address: 4809 Helga Way, Woodstock, GA, 30188

Parent 2: Taylor Amanda Kristan

Address: 4809 Helga Way, Woodstock, GA, 30188

WHEREAS the parties: Have minor children. The parents are parents or legal guardians

of the following minor child(ren):

Child: Annabelle Clarice Duhart

Born: July 09, 2013

Address: 4809 Helga Way, Woodstock, GA, 30188

The child hereinafter collectively referred to as the "child"; and

WHEREAS, it is the desire and intention of the parties that the care and custody of the child to be finally fixed by this Agreement.

NOW THEREFORE, First Parent and Second Parent freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:

Terms Of Custody & Relocation Agreement

- 1. Legal Custody Of The Child: First Parent has sole legal custody. The parties agree that First Parent shall have sole legal custody of the minor child and shall be free to make all decisions in all matters pertaining to the upbringing of the minor child, including health, medical and dental care, education, religion, vacations, travel, welfare and relocation of the child. This agreement will be terminated if or when First Parent undergoes a medical emergency and or death.
- 2. Length Of This Agreement: This agreement shall take effect as from (Date Signed)



for an indefinite period of time. This agreement may be terminated by one party, by submitting written notification to the other party. This agreement will be terminated not less than 3 (years) from the date of the written notification. This agreement will be terminated after 3 (years) from the date of this signed document and a new agreement will be made by both parents. This agreement may also be terminated in the event of force majeure that makes it impossible for one or the other of the parties to execute their obligations.

- 3. Free and Voluntary Execution. The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.
- 4. Modifications and Amendments. This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.
- 5. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the <u>State of Georgia</u>. Cobb County.
- 6. Disputes: Mediation first the parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.
- 7. Admissibility. This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.
- 8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- 9. Mutual Release. Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.

10. Entire Agreement. This Agreement contains the entire understanding of the parties, who hereby acknowledge that there have been and are no representations, warranties, covenants, or understandings other than those expressly set forth herein.

IN WITNESS WHEREOF, the Second Parent hereto has executed this Agreement as of the Effective Date.

Second Parent Signature Seco

Taylor Amanda Kristan
Second Parent Full Name

NOTARY ACKNOWLEDGEMENT

State of <u>Leorgia</u>	
State of <u>Georgia</u> County of <u>Jobb</u>) (Seal))
The foregoing instrument was a	cknowledged before me this 2017 day of April. Taylor Kristan, who is personally known to me or
20 2, by the undersigned, satisfactorily proven to me to be	Taylor Kristan, who is personally known to me or the person whose name is subscribed to the within instrument.
1 11.1	•

Signature

Notary Public

My Commission Expires:

PUBL & S

Enclosure 3 Parenting Agreement

State of Georgia

PARENTING AGREEMENT

This Parenting Plan (this "Agreement") is made and entered into as of this 69 day of February, 20_23, (the "Effective Date") by and between:
First Parent: Jovan Duhar + [Name], residing at CMR 480 Box 2374, Stuttgord. DE A10 AE 09128 [Address] ("First Parent") and
Second Parent: Toulor Ynisten [Name], residing at CUR 480 Rox 3043 Apo AE 09128 [Address] ("Second Parent").
WHEREAS the parties: (Check all that apply)
Have minor children. The parents are parents or legal guardians of the following minor child(ren): Anna belle Duraff [Name], born 09 JV W 2013 [Date]; and
•[Name], born[Date]; and
•[Name], born[Date]; and
•[Name], born[Date]; and
Are expecting children. The parties are expecting [Number] child(ren) to be born on
. 20
:
the child(ren) hereinafter collectively referred to as the "minor child"; and
WHEREAS, it is the desire and intention of the parties that the care and custody of the minor child(ren) to be finally fixed by this Agreement.
NOW THEREFORE, First Parent and Second Parent freely and fully accept the provisions, terms and conditions hereof and in consideration of the promises and mutual covenants herein contained as well as for other good and valuable considerations not herein specifically set forth, the parties do hereby agree to the following:
1, Legal Custody of the Minor Child. (Check one)
Shared legal custody. The parties agree that it is in the best interests of the minor child that the
parties share parental responsibilities. Each party recognizes that the other has a right to and shall fully
participate in all important matters pertaining to the minor child's upbringing, including health, welfare and

education. With this in mind, the parties agree that they shall have shared legal custody of the minor child and that all decisions regarding the health, medical and dental care, education, religion, vacations, travel, welfare and other aspects of the upbringing of the minor child shall be made on a joint decision-making basis.

2. Physical Custody of the Minor Child. (Check one)

Shared physical custody. Subject to the terms and conditions set out below, the parties agree that they shall share physical custody of the minor child.

Terms of Physical Custody

- Primary Residence: The primary residence shall be switched every (3) years between the First Parent and the Second Parent. Starting with the First Parent beginning 1st Parent AUG 2021-AUG 2024 2nd Parent AUG 2024-AUG 2027 1st Parent AUG 2027-AUG 2030 2nd Parent AUG 2030-AUG 2033
- 2. **Childcare Provision Schedule**: Childcare provision is to be split equally between both parents on 2-week rotating schedule where either the 1st Parent or 2nd Parent will be the primary caregiver at their own residence. Holiday provision schedule can be found Exhibit A. The child cannot refuse to abide by parenting schedule, unless agreed upon by both parents in writing in a notarized document.
- 3. Scheduling Conflicts: both parties agree to give as early as a possible notification of significant changes in schedules that would impact childcare. Preferably a 90-Day window of any events that could impact childcare. If a resolution is not possible it is on the primary caregiver at the time to find a suitable caregiver or accommodations to resolve the scheduling conflict.
- 4. Relocation: It is agreed upon between both parties that if a parent chooses to relocate during the 3-year term. They cannot change the primary residence of the child unless agreed upon by both parents in a notarized document.
- 5. **Temporarily Relocating/Displaced Parent:** In the event a Parent must displace or temporarily relocate from the primary residence that parent will be responsible for 50% of the following financial child support:
 - a. Child Support for 50% following costs
 - i. Grocery
 - ii. Medical Expenses
 - iii. Seasonal Clothing Purchases
 - iv. School Expenses
 - v. Extra-curricular Activities
 - vi. Utilities (the differential amount of the child's usage)
 - vii. Child Rearing support not to exceed (24 hours per month.
 - b. Visitation during Temporary Relocation/Displacement
 - The displaced parent is entitled to the following visitation if the situation permits: Summer vacation based off the school's schedule, including one other school break.
 - ii. The displaced parent is entitled to visit the child within 14-day notification of the primary parent.

- iii. Transportation cost will be 100% the Responsibility
- 6. **Telephone Contact**: Each parent may have reasonable telephone contact with the child(ren) during the child(ren)'s normal waking hours as well as holidays.

7. Parental responsibilities while caring for child

- a. In the event of an emergency, serious illness or accident or other circumstance seriously affecting the minor child's health and general welfare, the party who has physical possession or control of the minor child at the time will immediately notify the other party of such circumstances. The party who is notified shall have immediate access to the minor child and/or the right to telephonic communication with the minor child
- b. In the event of a medical emergency, and only in such event, each party acknowledges that he/she has full confidence in the other's ability to make a unilateral decision for the minor child's welfare which otherwise would be a joint decision of the parties
- c. Each party shall be entitled to complete and detailed information from all pediatricians, physicians, dentists, consultants, or specialists attending the minor child for any reason whatsoever and to be furnished upon written request with copies of any reports given to other party. Each party shall be entitled to complete and detailed information from all teachers, schools, summer camps or other institutions which the child may attend or become associated with in any way
- d. Both parties shall be entitled to participate with and attend special activities in which the minor child is engaged, such as religious activities, school programs, sports events and other extracurricular activities and programs and important social events in which the minor child is or may be engaged or involved.
- e. Each parent will promote a healthy, beneficial relationship between the child(ren) and the other parent and will not demean or speak negatively in any manner that would damage the relationship between either parent or the child(ren). Any discussions involving the parental relationship and the child will be done with both parents present.
- f. Each parent agrees to not introduce potential significant others until 6 months after dating; in both public and private settings; at which point both parents will have a discussion with said significant prior to meeting the child. At that time, both parents will present the parenting plan to potential significant other to inform them of the expectations and guidelines that both parents have already agreed upon, so they have full knowledge of expectations set forth in this parenting contract.
- g. Each parent agrees that potential significant others (parties they are dating, talking to, having sexual relations in any form) will not spend the night while the child is present in the parent's primary care.
- h. The child will not be left alone with any significant other until they are married, unless otherwise agreed upon by both parents in writing and a notarized document.
- i. Both parents have the right to refuse a caregiver while the child is in the other parent's custody based on concerns for the child's safety, wellbeing, discipline, conflict of interest, or overall ability to care for the child adequately.
- j. Neither parent will abuse alcohol or use illegal drugs when the child(ren) are in their care. Neither parent will allow the child(ren) to be in the presence of anyone abusing alcohol or using illegal drugs.

Tax Returns

1. The parties agree that they will that the minor child on his/her federal, state and local tax returns, alternating years. Beginning fiscal year 2021, first parent claims child as dependent on tax return.

3. Mino	r Child's Medical Insurance. (Check one)
The	parties shall share equally the costs for maintaining existing medical insurance for the minor
child.	
Any and	I all reasonable expenses not covered shall be (Check one)
parties	paid by First Parent paid by Second Parent.

- **4. Legal Representations.** Each party has had the opportunity to have independent counsel and legal advice of his/her own selection in the negotiation of this Agreement. Each party fully understands the facts and has been fully informed as to his/her legal rights and obligations.
- **5. Fees and Costs.** Each party shall be solely responsible for his/her respective attorney's fees and costs incurred as a result of the negotiation of this Agreement. However, in the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect his/her interest with respect to this Agreement, the prevailing party shall be entitled to receive payment of all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.
- **6. Free and Voluntary Execution.** The parties hereto declare that they have fully read and fully understand the provisions contained in this Agreement and believe this Agreement to be fair, just and reasonable. Each party is signing this Agreement freely and voluntarily, without undue influence, fraud, collusion or misrepresentation, and intend to be bound by it.
- 7. Further Assurances. Each party shall execute, acknowledge or deliver any instrument, paper or document, furnish any information or take such other actions as reasonably may be necessary in connection with the performance of the obligations set forth in this Agreement.

- **13. Modifications and Amendments.** This Agreement may only be amended or modified or deemed amended or modified by an agreement in writing duly signed by the parties or by any court of competent jurisdiction.
- **14. No Waiver.** Any non-written waiver by either party of any provision of this Agreement or any right or option hereunder shall not be controlling, nor shall it prevent such party from thereafter enforcing such provision, right or option. The failure of either party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by the other party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.
- 15. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of _______.
- 16. Disputes. (Check one)
- Mediation first. The parties agree that in the event it shall become necessary to enforce this Agreement or any term hereof, the parties shall first attempt to mediate the issue with a certified mediator to be mutually agreeable to each. In the event that the parties are unable to mediate the issue, either party shall thereafter be free to seek the enforcement of this Agreement in the applicable court of competent jurisdiction.
- 17. Attorney's Fees. (Check one)
- Not applicable.
- If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.
- **18. Admissibility.** This Agreement or a copy of the same may be introduced in evidence by either party to this cause, and the court is requested to make the same a part of any final order or final judgment entered in this cause. This Agreement will be construed as being jointly prepared and written by all parties hereto.
- **19. Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
- **20. Mutual Release.** Except as provided in this Agreement, each party releases the other from all claims, demands due, debts, rights, or causes of action in contract, tort or otherwise up to the date of this Agreement.
- **21. Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement.

22. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the
parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.
23. Entire Agreement. This Agreement contains the entire understanding of the parties, who hereby

24. Miscellaneous.	N/A	 	 	

acknowledge that there have been and are no representations, warranties, covenants, or understandings

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

First Parent Signature

other than those expressly set forth herein.

First Parent Full Name

Second Parent Signature

Second Parent Full Name

Signed in the presence of:

rirst witness
09 FEB 2023
First Witness Signature (date)
SPC Coney S. Walters
First Witness Name
Kelley Barracks
First Witness Address
STUTTGART GERMANY 09751
First Witness City, State and Zip Code
Second Witness
O
Verun Myan 09 Feb 2023
Second Witness Signature (date)
SPC Devon Major
Second Witness Name
Kelley Barracks
Second Witness Address
Stuttgart Guermany 09751
Second Witness City, State and Zip Code

NOTARY ACKNOWLEDGEMENT

State of WITH THE U.S. AND DESPEES.
State of WITH THE U.S. A BEEF &
County of STUTIGARI, GERNANY
CSC 10AA
The foregoing instrument was acknowledged before me this
satisfactorily proven to me to be the person whose name is subscribed to the within instrument.
Chile lut
Signature
Andre Smith Notary Public
I NDEFINITE PER
My Commission Expires: 10 USC 1044(A)
State of WITH THE U.S. AR BEFORCES STUTIGARI, GENERALISEAL County of
The foregoing instrument was acknowledged before me this day of,
20 23, by the undersigned, Taylor Kristan, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.
Aul lit
Signature
Andre Bruth
Notary Public
I NDEFINITE PER My Commission Expires: 10 USC 1044(A)

EXHIBIT A

PARENTING SCHEDULE

The parties have agreed to the following parenting/ visitation schedule:

I. Holidays:

Holidays/shall be alternated yearly between first and second parent.

First Parent shall have the minor child for the following holidays for the following years. holidays: 2023. The parent shall alternate from here forth.

Christmas Eve, Christmas Day, New Year's Eve

Second parent shall have the minor child for the following holidays in 2023. The parent shall alternate from here forth.

Fourth of July, Thanksgiving

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Child's Birthday	Father's Birthday	
	Other:	
The parties agree to mutually confer and holiday visitations as agreed to above.	agree as to the pick-up and drop-off times of the minor ch	nild's
	mutually confer and agree as to the times and dates of the arent Second Parent that is not specifically mentions	
III. Right of First Refusal: (Check one)		
for a period of more than 8 hours, the par	o care for the minor child during his/her scheduled visitation rties agree that First Parent shall immediately notify and p to care for the minor child. Once First Parent is able to pi	provide

09 FEB 2023
Japo 100 09 FEB 2023
WITH THE U.S. ARMEDFORCE
STUTIGART, GERMANY State of County of

ar Complaint 035

SPC COREY S. WALTERS
PARALEGAL SPECIALIST
10 USC 1044A

by Taylor Kristan

the person(s) who appeared before me

proved to me on the basis of satisfactory evidence to be

SEAL STORY

by Jovan Duhart

the person(s) who appeared before me.

proved to me on the basis of satisfactory evidence to be

Notary Public Signature S. WALTERS

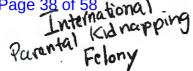
10 USC 1044A

PARALEGAL SPECIALIST

Enclosure 4 Criminal Intent

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• Page 3



go to sports. And Annabelle has also mastered the German language quite well in the meantime. The mother does not went to return to the USA. 18 USC 1204



It is suggested to appoint a guardian ad litem for the child Annabelle.

It is also requested that an English language (American) interpreter be appointed for the applicant.

Further factual presentation remains reserved

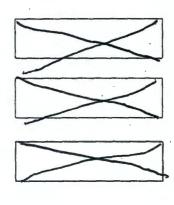
Sandra Fasolt Lawyer

Enclosure 5 Special Military Power Of Attorney

SPECIAL POWER OF ATTORNEY

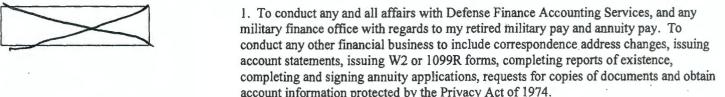
KNOW	ALT.	PERSONS	BY THESE	PRESENTS:
		THUNDING	DI TILLIDE	TANDELLIN

That I JOVAN DUNGA, of the State of Georgia appoint Dung of the State of Georgia lawful attorney-in-fact to act in my name and in my behalf with respect to the following SIGNED subjections.	, do hereby , my true and cts:
* To grant a power, <u>SIGN</u> your name in the box in front of the power. * If you sign a box, all information for that subject needs to be completed. * To withhold a power, <u>CROSS OUT</u> the box.	ture

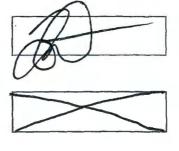


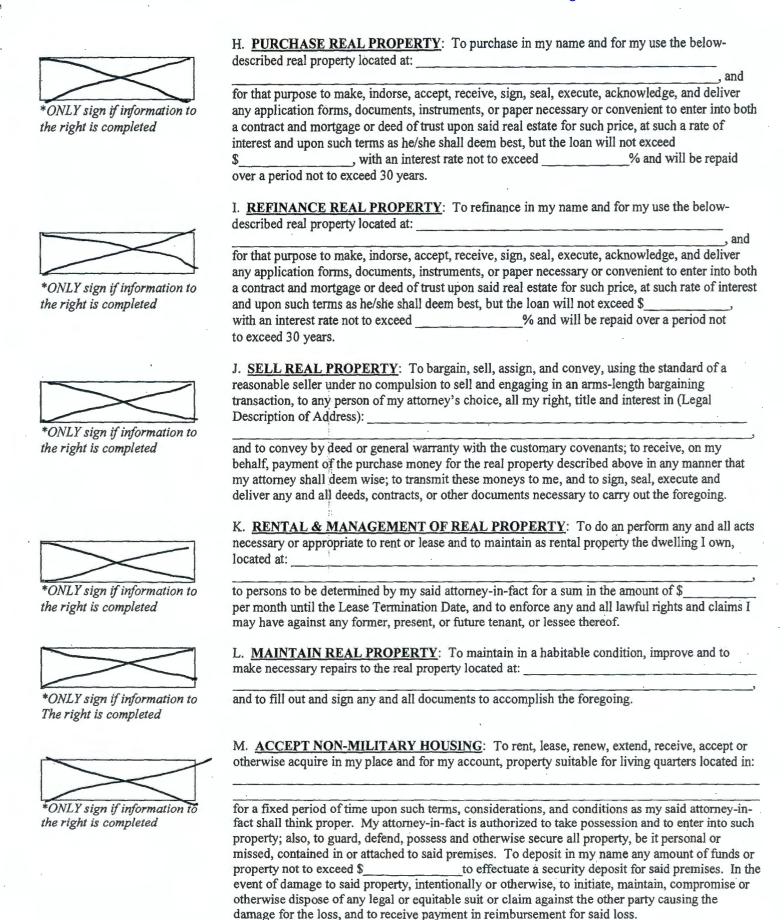
- A. <u>DEERS & ID CARD</u>: To enroll dependents into the DEERS system and to replace lost, stolen, or expired identification cards within the DEERS system, and to fill out and sign any and all documents required to accomplish the forgoing.
- B. TRICARE & EFMP: To prepare, execute and deliver any and all documents to enroll or update TriCare and Exceptional Family Member Program information.
- C. <u>ACTIVE DUTY DFAS & MILITARY FINANCE</u>: To conduct any and all affairs with Defense Finance Accounting Services, and any military finance office with regards to my military pay. To conduct any other financial business to include opening and closing accounts, signing for loans, start, stop, or modify allotments and direct deposits, and order or receive documents.

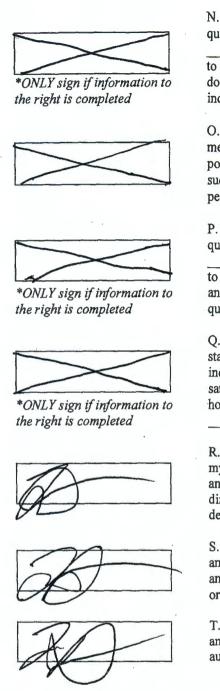
D. RETIRED MILITARY & ANNUITY PAY



- 2. If a trustee or court-appointed guardian is necessary, I want the agent named in this document to serve in that capacity.
- E. <u>AER LOAN/GRANT</u>: To apply for, contract, and receive a loan or loans and to borrow any sums of money or to apply for grants from service relief organizations (e.g., Army Emergency Relief), in my name and upon such terms as my said attorney-in-fact shall see fit and to execute in the name of the undersigned a DD Form 139 and/or such other indemnities, applications, or other documents which may be required by law or regulation to effect such loan or grant; to receive, endorse, and collect checks payable to the order of the undersigned obtained pursuant to such loans or grants; to obligate the undersigned for repayment, if warranted, of such assistance.
- F. <u>PROCESS TRAVEL DOCUMENTS</u>: To prepare, execute and deliver any and all documents needed for travel of my family members, including no-fee passports as authorized by law and military regulations.
- G. MEDICAL RECORDS: To access my military medical and/or dental records and to serve as my personal representative for all purposes of the Health Insurance Portability and Accountability Act of 1996, the regulations in 45 C.F.R. Sec. 160 et seq., and any other applicable federal, state or local laws or regulations (collectively "HIPPA"), including the authority to request, receive, obtain and review, and be granted full and unlimited access to, and consent to the disclosure of complete un-redacted copies of any and all health, medical and financial information and any information or records referred to in 45 C.F.R. Sec. 164.501 and regulated by the Standards for Privacy of Individually Identifiable Health Information found in 65 Fed. Reg. 82462 as protected private records or otherwise covered under HIPPA.



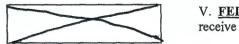




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	N. <u>TERMINATE NON-MILITARY HOUSING</u> : To effect termination of Civilian living quarters rented/leased to me or my family members at:
	to procure or return any and all property used in or for such quarters; and to sign any and all documents and do all acts necessary and proper to terminate my responsibility for such quarters, to include but not limited the handling of all money transfer actions associated with the foregoing.
	O. <u>ACCEPT MILITARY HOUSING</u> : To accept military quarters assigned to me or my family members; and sign for me and take possession of such quarters in my name; and sign for an take possession of any furniture, appliances, and equipment that may be authorized for use in or with such quarters as I may be assigned; to execute all necessary documents, instruments or papers and perform all acts necessary to carry out the foregoing.
	P. TERMINATE MILITARY HOUSING: To effect the termination of U.S. Government quarters assigned to me or my family members at:
	to procure or return any and all U.S. Government property used in or for such quarters; and to sign any and all documents and do all acts necessary and proper to terminate my responsibility for such quarters.
	Q. <u>UTILITY SERVICES</u> : To prepare, execute and deliver any and all documents necessary to start, stop, transfer, maintain, cancel, discontinue or renew services of any and all utilities, including but not limited to telephone (land line), electricity, gas, water, sewage, cable television, satellite television, and/or garbage collection, at my residence (military housing or non-military housing), located at:
	R. <u>SHIP HOUSEHOLD GOODS</u> : To take possession and order the removal and shipment of my household goods, personal baggage, or other personal property and cause it to be shipped to any warehouse, depot, dock, or other place of storage or safekeeping, government or private, directed by orders of appropriate U.S. Government transportation officials, and to execute and deliver all necessary forms, papers, certificates, and receipts to carry out the foregoing.
	S. <u>ACCEPT DELIVERY OF HOUSEHOLD GOODS</u> : To accept delivery of, receipt for, and/or clear through customs, my household goods and/or unaccompanied baggage, and to sign any and all documents, release, and voucher, receipt, shipping ticket or other instrument necessary or convenient for such purpose.

- T. FILE HOUSEHOLD GOODS CLAIMS: To institute and prosecute, or to appear and defend any claims or litigation involving me or my interest. This shall include, but not be limited to, the authority to present a claim against the United States for damage to or loss of personal property.
- U. BANKING TRANSACTIONS: To take any and all actions necessary or convenient, and to sign any document required or convenient to withdraw funds from, deposit funds into, draft checks from or to endorse, case and receive the proceeds of any check or other negotiable instrument, which is made payable to me from the following accounts. This does not include the authority to request a replacement ATM/debit card.

Name of Financial Institution	Type of Account	Account Number
		-

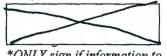


*ONLY sign if information to

the right is completed

V. FEDERAL & STATE INCOME TAX: To prepare, execute, and file all tax returns and to receive and negotiate all tax refund checks.





*ONLY sign if information to the right is completed

W. <u>RECEIVE MAIL</u>, <u>PACKAGES AND PARCELS</u>: To receive any and all mail, packages or parcels, from the United States Postal Service and any and all commercial carriers, which is addressed to me, on my behalf and to execute any and all documents to affect delivery of said mail, packages or parcels. This <u>shall not include</u> the purpose of accepting personal service of any notices to appear before a court in any jurisdiction, or to act as my agent for personal service, to accept any notice or to submit to any jurisdiction of any court, foreign or domestic.

X. <u>USE, OPERATE & MAINTAIN MOTOR VEHICLE(S)</u>: To use, operate, insure, title, license, repair, register, and deregister in my name, with any state or governmental agency the vehicle(s) of which I am or may become the registered or legal owner. To fill out and sign any and all documents to accomplish the foregoing.

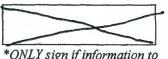
State	Year	Make	Model	Vehicle Identification Number (VIN)
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*ONLY sign if information to the right is completed

Y. PURCHASE A MOTOR VEHICLE: To purchase or refinance the following vehicle(s):

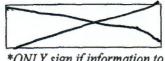
in my name and upon such terms, considerations and conditions as my attorney shall think proper. Further, to execute and deliver to the proper persons and authority all documents, instruments, and papers necessary to register and license the said automobile. To further execute any documents necessary to have repairs my attorney deems necessary made on this automobile before 1 am able to take possession of the automobile. To take possession of, operate, and maintain this automobile and to execute and deliver all necessary forms, papers, statements of ownership, and receipt to carry out the foregoing.



*ONLY sign if information to the right is completed

Z. REFINANCE A MOTOR VEHICLE: To purchase or refinance the following vehicle(s) in my name and upon such terms, considerations and conditions as my attorney shall thing proper. Further, to execute and deliver to the proper persons and authority all documents, instruments, and papers necessary to register and license the said automobile. To further execute any documents necessary to have repairs my attorney deems necessary made on this automobile before I am able to take possession of the automobile. To take possession of, operate, and maintain this automobile and to execute and deliver all necessary forms, papers, statements of ownership, and receipt to carry out the foregoing.

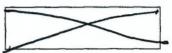
State	Year	Make	Model	Vehicle Identification Number (VIN)



*ONLY sign if information to the right is completed

AA. <u>SELL A MOTOR VEHICLE</u>: To sell the following vehicle(s) upon such terms, considerations and conditions as my attorney shall think proper. Further, to execute and deliver to the proper persons and authority all documents, instruments, and papers necessary to effect the sale and transfer of registration and license of the said vehicle. To take possession of, operate, and maintain this automobile and to execute and deliver all necessary forms, papers, statements of ownership, and receipt to carry out the foregoing.

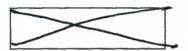
State Year	Make	Model	Vehicle Identification Number (VIN)
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		+	



*ONLY sign if information to the right is completed

BB. <u>SHIP A MOTOR VEHICLE</u>: To take possession of the following vehicle(s) for the purpose of its removal and shipment from wherever it may be located, and to execute any release, voucher, receipt or any other instrument necessary or convenient for such purpose and to execute and deliver to the proper persons and authority, any and all documents, instruments and papers necessary to effect proper registration, insurance and license, in my name, of this automobile.

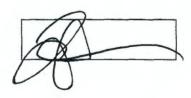
State	Year	Make	Model	Vehicle Identification Number (VIN)
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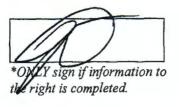
*ONLY sign if information to to the right is completed

CC. <u>TAKE POSSESSION OF A MOTOR VEHICLE</u>: To take possession of the following vehicle(s) after shipment and delivery to any port, warehouse, depot, dock, or other place of storage or safekeeping, government or private; to execute and deliver any release voucher, receipt, shipping ticket, certificate or other instrument necessary or convenient for such purpose and execute and deliver to the proper persons and authority, any and all documents, instruments and papers necessary to register, insure and license the vehicle in my name, and to transport the vehicle to me or any location which I direct in writing.

State	Year	Make	Model	Vehicle Identification Number (VIN)
		•		·



DD. HANDLE ANY LAWSUIT OR OTHER CIVIL LEGAL ACTONS: To institute, prosecute or to appear and defend any claims or litigation involving me or my interests; and to demand, act to recover, and receive all sums of money and all other things which are now or will be owing or belonging to me as a result of such claims, and to institute accounts on my behalf to deposit, draw upon or expend such funds of mine as are necessary in furtherance of power granted herein. This shall specifically include the authority to discuss any pending litigation involving me with my attorney and to retain an attorney on my behalf, if necessary, with a separate specific written consent document from me.



EE. GUARDIANSHIP FOR CHILDREN: To take and maintain custody of my child(ren). To do all acts necessary or desirable for maintaining the health, education, and welfare of my child(ren) including the registration and enrollment of my child(ren) in educational programs and schools; and to maintain the customary living standard of my child, including, but not limited to, provisions of living quarters, food, clothing, medical, surgical and dental care, entertainment and other customary matters; and, specifically, to approve and authorize any and all medical treatment deemed necessary by a duly licensed physician and to execute any consent, release or waiver of liability required by medical or dental authorities incident to the provision of medical, surgical or dental care to my child, by qualified medical personnel; to act in loco parentis to my child(ren).

Name(s) of Child(ren)	Date of Birth		
Name(s) of Child(ren) Amanelle (lance Duna/7	09 JULY 2013		
	·		

Giving and granting individually unto said attorney full power and authority to do and perform all and any act, deed, matter and thing whatsoever in and about any of specified particulars mentioned in the signed sections immediately above, as fully and effectually to all intents and purposes as I might and could do in my own person if personally present; and in addition thereto, I do hereby ratify and confirm each of the acts of my aforesaid attorney lawfully done pursuant to the authority herein above conferred.

TO INDUCE ANY THIRD PARTY TO ACT HERUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS POWER OF ATTORNEY MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE AS TO SUCH THIRD PARTY UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATONS OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY. I, FOR MYSELF AND MY HEIRS, EXECUTORS, LEGAL REPRESENTATIVES AND ASSIGNS, HEREBY AGREE TO INDEMNIFY AND HOLD HARMELESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED UPON THE PROVISIONS OF THIS POWER OF ATTORNEY.

This Power of Attorney shall become effective when I sign and execute it. Unless sooner revoked or terminated by me, this Power of Attorney shall become NULL and VOID on O9 APR 2021 (not to exceed 2 years).

I intend for this to be a DURABLE Power of Attorney. This Power of Attorney will continue to be effective if I become disabled, incapacitated, or incompetent. All acts done by my attorney-in-fact hereunder shall have the same effect and inure to the benefit of and bind myself and my heirs as if I were competent, and not disabled, incapacitated, or incompetent.

I shall be considered disabled or incapacitated for purposes of this Power of Attorney if a physician, based on the physician's examination, certifies in writing at a date subsequent to the date which this Power of Attorney is executed, that I am disabled from or incapable of exercising control over my person, property, personal affairs, or financial affairs. I authorize the physician who so certifies, to disclose my physical or mental condition to another person for purposes of this Power of Attorney. A third party who accepts this Power of Attorney shall remain valid and in full effect until sixty (60) days after I have returned to United States military control following termination of such status, or sixty (60) days after I have recovered from such disability, unless sooner revoked or terminated by me.

Notwithstanding my inclusion of a specific expiration date herein, if on the above specified expiration date, or during the sixty (60) day period preceding that specified expiration date, I should be or have been determined by the United States Government to be in a military status of "missing," or "missing in action," or "prisoner of war," or if I should be or have been properly certified in writing, by a physician to be disabled form or incapable of exercising control of my person, property, personal affairs, or financial affairs, then this Power of Attorney shall remain valid and in full effect until sixty (60) days after I have returned to the United States military control following termination of such status, or sixty (60) days after I have recovered from such disability, unless sooner revoked or terminated by me.

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I HEREBY RATIFY ALL THAT MY ATTORNEY SHALL LAWFULLY DO RO CAUSE TO BE DONE BY THIS DOCUMENT.

All business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my attorney for the purpose of carrying out the foregoing powers shall contain my name, followed by that of my attorney, and the designation "attorney-in-fact."

the Notary Public at the Office of the Staff Judge Advocate, 21st The	•
witnessing it at my request, this date, 31 AUG 2015 (Today's Date)	_ ·
(Today & Dave)	Designant .
	Signature of Declarant Jovan Duhast Print Name
·	,
State of WITH THE U.S. ARMEDFORCES	
County of STUTIGART GERMANY	
Subscribed and sworn to and acknowledged before me by Joxn identification to substantiate their identity. This acknowledgement is	s executed in my official capacity under the authority granted to
me.	shulouis al De.
Public Aug	Notary Public Signature
AUBORE AUBORE	ROSA RIVERA
- CAL Sign	PARALEGALSPECIALIST 10 USC 1044(A)
	Rank/Title/Position

LIMITED DURABLE POWER-OF-ATTORNEY

I JOUAN DIMAR being of sound mind, willfully and voluntarily on 31 AUG2023 make this declaration to be followed (a) Limited Durable Power-of-Attorney

KNOW ALL MEN BY THIS POWER OF ATTORNEY: WHEREAS

PRINCIPAL: Jovan Michael Duhart
AND WHEREAS

AGENT: Daniel Keith Duhart

Due to the emergency circumstances, it is considered necessary and expedient to execute a General Power of Attorney in favor the best interest of Jovan Duhart and minor child Annabelle Duhart and have authorized Daniel Keith Duhart (Brother), to execute this Power of Attorney effective 31.08.2023.

NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS

The Principal Jovan Michael Duhart hereby appoints Daniel Keith Duhart, and any attorney he chooses to represent him as his Attorneys (hereinafter collectively called "the Attorneys") so long as they or any of them are/is the acting in the best interest of The Principal Jovan Duhart to do so severally,

POWERS OF ATTORNEY

The following acts, deeds, and things in the name and on behalf of the Principal Jovan Michael Duhart:

- 1. To take decision for instituting and defending legal proceedings and to institute and defend legal proceedings civil, criminal or custody, including confess judgement, compromise, compound or refer any matter or dispute to arbitration, as they or either of them may think fit.
- 2. To sign, verify and file in all or any courts and offices in the United States and outside, in all or any cases, whether original or appellate revision or review, plaints, complaints, written statements, affidavits, applications, review or revision petitions, statutory returns and memoranda of appeals or cross objections.
- 3. To engage and appoint advocates, solicitors, pleaders as the case may be.

- 4. To appoint special agents or attorneys on such terms and conditions as they or either of them may deem fit;
- 5. To appear in all or any courts and offices to represent the The Principal Jovan Duhart or Minor Child Annabelle Duhart in all proceedings and make statement on oath or otherwise for and on behalf of The Principal Jovan Duhart or Minor Child Annabelle Duhart;
- 6. To file in and receive back from any or all courts or offices documents of all kinds and to give receipts therefor;
- 7. To deposit or obtain refund of stamp duty or court fee or to repay the same;
- 8. To deposit in or withdraw from any or all courts or other offices moneys and give receipts therefor:
- 9. To apply for copies of documents or other records of courts or offices;
- 10. To apply for inspection of and to inspect records of which inspection is allowed;
- 11. To execute decrees, receive moneys and obtain possession of properties in execution of decrees, give receipts and discharges therefor and compromise or compound any such decrees;
- 12. To realize and collect all outstanding's and claims of The Principal Jovan Duhart and to give effectual receipts and discharges;
- 13. To execute, sign, seal and where necessary to register all documents including deeds, leases, agreements, contracts, letters of appointments, powers of attorneys;
- 14. To sign, seal and execute bonds, indemnity bonds, guarantees and counter-guarantees;
- 15. To execute, endorse and negotiate Bills of Exchange, promissory notes and negotiate or otherwise deal with Government Promissory Notes or any securities of the Central or State Government or any local authority.
- 16. And generally to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above. AND The Principal Jovan Duhart hereby agrees that all acts, deeds or things lawfully done by the said Attorneys or Agent Daniel Duhart either of them under the authority of this power shall be construed as acts, deeds and things done by The Principal Jovan Duhart and The Principal Jovan Duhart hereby undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the powers hereby given. (f) To transact business of any kind or class as my act and deed to

sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing or any kind or class as may be necessary or proper in the premises.

(g) This Power of Attorney shall not be affected by subsequent incapacity or incarceration of the principal and shall remain effective until 09.04.2024. Upon incarceration or hospitalization this power of attorney can extended past the expiration/termination/revocation [09.04.2024] period of this power of an attorney (6) additional months by majority vote in writing, text, or email of the parties listed in the revocation section of this power of attorney (or)by the principal in a notarized document writing. (h) This Power of Attorney shall become effective 31.08.2023 principal effective for a period of 09.04.2024

NOTICE TO PERSON EXECUTING DURABLE POWER OF ATTORNEY

A durable power of attorney is an important legal document. By signing the durable power of attorney, you are authorizing another person to act for you, the principal. Before you sign this durable power of attorney, you should know these important facts: Your agent (attorney-in-

fact) has no duty to act unless you and your agent agree otherwise in writing.

This document gives your agent the powers to manage, dispose of, sell, and convey your real and personal property, and to use your property as security if your agent borrows money on your behalf. This document does not give your agent the power to accept or receive any of

your property, in trust or otherwise, as a gift, unless you specifically authorize the agent to accept or receive a gift. Your agent will have the right to receive

reasonable payment for services provided under this durable power of attorney unless you provide otherwise in this power of attorney. The powers you give your agent will continue to exist for your entire lifetime, unless you state that the durable power of attorney will last for a shorter period or unless you otherwise terminate the durable power of attorney. The powers you give your agent in this durable power of attorney will continue to exist even if you can no longer make your own decisions respecting the management of your property. You can amend or change this durable power of attorney only by executing a new durable power of attorney this durable power of attorney at any time, so long as you are competent. This durable power of attorney must be dated and must be acknowledged before a notary public or signed by two witnesses. If it is signed by two witnesses, they must witness either (1) the signing of the power of attorney or (2) the principal's signing or acknowledgment of his or her signature. A durable power of attorney that may affect real property should be acknowledged before a notary public so that it may easily be recorded. You should read this durable power of attorney carefully. When effective, this durable power of attorney will give your agent the right to deal with property that you now have or might acquire in the future. The durable power of attorney is important to you. If you do not understand the durable power of attorney, or any provision of it, then you should obtain the assistance of an attorney or other qualified person.

SPECIAL PROVISIONS FORM FOR POWER OF ATTORNEY TO DELEGATE THE POWER AND AUTHORITY FOR THE CARE OF A CHILD

(1) the purpose of this power of attorney is to give the individual whom you designate (the agent) powers to care for your child, including the power to: have access to educational records and disclose the contents to others; arrange for and consent to medical, dental, and mental health treatment for the child; have access to records related to such treatment of the child And disclose the contents of those records to others; provide for the child's food, lodging, recreation, and travel; and have any additional powers as specified by the individual executing

this power of attorney. (2) the agent is required to exercise due care to act in the child's best interests and in accordance with the grant of authority specified in this form (3) a court of competent jurisdiction may revoke the powers of the agent. (4) the agent may exercise the powers given in this power of attorney for the care of a child for the period set forth in this form unless the individual Executing this power of attorney revokes this power of attorney and provides notice of the revocation to the agent or a court of Competent jurisdiction terminates this power of attorney.(5) the agent may resign as agent and must immediately communicate such resignation to the individual executing this power of attorney and to schools, health care providers, and others known to the agent to have relied upon such power of attorney. (6) this power of attorney may be revoked in writing. If this power of attorney is revoked, the revoking individual shall notify the agent, schools, health care providers, and others known to the individual executing this power of attorney to have relied upon such power of attorney.

Personally appeared before me, the undersigned officer duly authorized to administer oaths,

<u>Jovan Michael Duhart</u> who being of sound mind and body, after having been sworn, deposes and says as follows:

I certify that I am the parent of:
 Annabelle Clarice Duhart
 DOB: 09.07.2013

2. I designate:

Agent: Daniel Keith Duhart Mobile: +1 (770) 298-7151

3201 Downwood Circle NW

Atlanta GA 30327

(A) (Signature) The agent named above is related to me by blood or marriage and I have elected not to have him or her obtain a criminal background.

Jovan Duhart

check.

NOTICE TO PERSON ACCEPTING THE APPOINTMENT AS ATTORNEY-IN-FACT

By acting or agreeing to act as the agent (attorney-in-fact) under this power of attorney you assume the Fiduciary and other legal responsibilities of an agent. These responsibilities include1. The legal duty to act solely in the interest of the principal and to avoid conflicts of interest.2. The legal duty to keep the principal's property separate and distinct form any other property owned or controlled by you. You may not transfer the principal's property to yourself without full and adequate consideration or gift of the principal's property unless this power of attorney specifically authorizes you to transfer property to yourself or accept a gift of the principal's property. If you transfer the principal's property to yourself without specific authorization in the power of attorney, you may be prosecuted for fraud and/or embezzlement. If the principal is 65 years of age or older at the time that the property is transferred to you without authority, you may also be prosecuted for elder abuse under penal Code Section 368. In addition to criminal prosecution, you may also be sued civil court.

LIMITATIONS

The POA/AGENT cannot transfer the responsibility to another Agent at any time. The POA cannot distribute inheritances or transfer assets after the death of the principal. The POA/AGENT cannot change or invalidate your Will or any other Estate Planning documents. The POA/AGENT cannot change or violate the terms of the nominating documents otherwise they can be held legally responsible for fraud or negligence. The POA/AGENT cannot act outside of the principal's best interest. The POA/AGENT cannot use the principal's assets or money as their own. The POA/AGENT cannot take compensation beyond what is outlined within the POA agreement. The POA/AGENT does not allow this agent to make HEALTH CARE DECISIONS, unless by majority vote of the parties listed in the Revocation Section. This power of attorney and all powers will be revoked and terminated on 09.04.2024. You may under no circumstances enter into an agreement, make decisions in agreement with, or under direction

of, or act on behalf or an agent or any other instruments of there of the with the following individuals:

Ms. Taylor Amanda Kristan

Mrs. Danita Duhart

Mr. Keith Walter Duhart

without prior approval of the principal, (or) by majority vote of the parties listed in the Revocation section of this Power of Attorney.

REVOCATION

This power of attorney may be revoked, suspended, or terminated by the principal at any time the principal is not disabled or incapacitated. In addition, this Power of Attorney and all its powers can be revoked any time by majority vote of the following parties Carina Frey, Joyce Michelle Duhart, Victor Cogo. The appointment of a guardian of the person only does not empower the guardian to revoke, suspend or terminate this power of attorney. The Death of Principal. The death of the principal shall be deemed to revoke this power of attorney upon actual knowledge or actual notice being received by the Attorney-in-Fact.

LIABILITY

Each Attorney-in-Fact shall have no liability or obligation with respect to the powers granted herein except for and to the extent of such Attorney-in-Fact's willful misconduct. In no event shall any Attorney-in-Fact be liable for incidental, indirect, special, consequential, or punitive damages.

SEVERABILITY

The provisions of this Power of Attorney shall be deemed severable, and the invalidity or

unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof; provided that if any provision of this Power of Attorney, as applied to me or to any Attorney-in-Fact or any circumstance, is adjudged by any governmental body, arbitrator or mediator not to be enforceable in accordance with its terms, then such governmental body, arbitrator or mediator shall have the power to modify the provision in a manner consistent with the objectives of this Power of Attorney such that it is enforceable, and/or to delete specific words or phrases, and in it its reduced form, such provision shall be enforceable and shall be enforced, but in any case, only to the extent required to make such provision enforceable.

GOVERNING LAW

This agreement shall be deemed to be a contract under, and shall be construed, interpreted, and governed by and according to, the laws of the state of Georgia excluding any conflict of laws principle which, if applied, might permit, or require the application of the laws of another jurisdiction.

ON 31 August 2023, before me, Nayhanis H. Rosa Rivera

Notary Public, personally appeared Jown Michael Buhart who	
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are	
subscribed to the within instrument and acknowledged to me that he/she/they executed the	
same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the	
instrument the person(s), or the entity upon behalf of which the persons(s) acted, executed	
the instrument. I certify under PENALTY OF PERJURY under the law of the State of	
Georgia that the foregoing paragraph is true and correct. Witness my hand and official seal.	
Signature Maykowo W. W. Seal SEAL	
WITNESSES 1. Print Name: Claudia Volker	
The declarant being of sound mind, willfully and voluntarily or the person embehalf of and	
at the direction of the declarant knowingly and voluntarily signed this writing by	
signature or mark in my presence.	

Witness Signature
CV
(Sign in front of Notary
Witness Contact: 449(0) 9641 70591 7503
WITNESSES 2 Print Name: David 6. Bower
The declarant being of sound mind, willfully and voluntarily or the person on behalf of and
at the direction of the declarant knowingly and voluntarily signed this writing by
signature or mark in my presence.
Witness Signature:
(Sign in front of Notary)
Witness Contact: +49 1429542156
IN WITNESS WHEREOF this Power of Attorney has been signed and sealed by Name:
Sworn to and affirmed before me, this 31 day of August 2023. ROSA RIVERA PARALEGALSPECIALIST 10 USC 1044(A)
My commission expires:
End of Document
SEAL &
CC 10442

Enclosure 6 Military Relocation Orders

	REQUEST/AUT							TY		
OR TEMPORARY CHANGE OF STATION (TCS) TRAVEL										
(R	eference: Joint Travel Re							form.)	
SECTION I - REQUEST FOR OFFICIAL TRAVEL 1. DATE (YYYYMMDD) 2. NAME (Last, First, Middle) 3. SOCIAL SECURITY NUMBER										
	3. SOCIAL SECURITY NUMBER 591-19-0791									
		5. GRADE OR RATING			employee's most recent SF-50. If unknown				nployee should contact	
HEALTH EDUCATOR (AWC DIRECTOR) GS-12				their servicing personnel office.)						
7 RELEASING OFFICIA	L STATION AND LOCA	TION	OR ACTUAL	8. NEW OFFICIAL STATION AND LOCATION, ACTUAL RESIDENCE						
RESIDENCE	AE OTATION AND EOOA	,	ONAGIGAE	OR ALTERNATE DESTINATION						
5 OP MED READINES	S SQ			USA MEDDAC BAVARIA						
GBS COMMAND: GS					USA HEALTH CLINIC, STUTTGART					
OPERATIONAL SUPP	POR OSC: SGXS			ST	STUTTGART, GM APO AE 09107					
MINOT AFB ND 5870	5			VL	VIA ATLANTA, GA					
9. REPORTING DATE	AT NEW DUTY STATION	m	YMMDD) 202108	01						
10. TRAVEL PURPOSE		11. TRANSPORTATION			E	PER DIEM FOR EMPLOYEE				
X BETWEEN OFFICIAL	STATIONS	GOVERNMENT			X POC		YES NO			
RENEWAL AGREEME	NT NT	COMMERCIAL			RAIL	b.	PER DIEM FOR DEPENDENT(S)			
RETURN FROM OVER	SEAS FOR SEPARATION	MILEAGE RATE:			AIR	X	YES NO			
TEMPORARY CHANG	E OF STATION									
OTHER			IAW JTR							
13a. ROUND TRIP TRAV	EL FOR HOUSE-	14a.	TEMPORARY QUA					1	DDS (HHG) SHIPMENT	
HUNTING			SUBSISTENCE EX	PENS	DE .	×	YES	NO		
YES X NO			YES X NO		1	V	COMMUTED R			
ACTUAL EXPENSE	FIXED	ACTUAL EXPENSE						IENT BILL OF LADING (GBL)		
b. NUMBER OF DAYS (Including travel) b. NUMBER OF DAYS AUTHORIZED b. NET WEIGHT AUTHORIZED 18,000 lbs									DEPENDENT TRAVEL	
16. OTHER AUTHORIZE								1		
X TEMPORARY STORA			PIRED LEASE							
X NONTEMPORARY STORAGE OF HHG X RELOCATION INCOME TA										
RELOCATION SERVICES X POV SHIPMENT COI										
PROPERTY MANAGEMENT SERVICES X MISCELLANEOUS EXPENSES NOT AUTHORIZED REAL ESTATE EXPENSES TRAVEL ADVANCE AUTHORIZED (Amount) \$								NOT AUTHORIZED		
REAL ESTATE EXPE		_	EL ADVANCE AUTHO	_	O (New PDS)		,			
18a. DEPENDENT TRAVEL FROM (Home Address) 4809 Helga Way, Woodstock, GA, 30188				STUTTGART, GM APO AE 09107						
19. DEPENDENTS										
a. NAME (Last, First, Middle Initial)			b. RELATIONSHIP					c. D	ATE OF BIRTH (YYYYMMDD)	
Duhart, Annabelle,C				Daughter					20130709	
********NOTHING	G AS FOLLOWS****	****					- 4xxx			
							04 701110	OPT	ATION ACREMENT	
20. ESTIMATED COST			THE	12 -	d. TOTAL		21. TRANSF		ATION AGREEMENT	
a. PER DIEM	b. TRAVEL	c. C	THER	d. 1	IUIAL		1	120	1	
\$ 250.00	\$ 2,200.00		1,800.00	\$ 34,250.00		DATE SIGNE	D AV	NO YYMMDD) 20210216		
					ON FOR OFFICIAL TRAVEL					
22. ACCOUNTING CITA		4 11 -	AOTHORIZATI		OK OI HOL		IIOAVEL			
HHG: 21 20212021 202	20 0000 60 BC00 421010	ASPO	22NL 0A60BC 50	74737	7801 021001 TA	AC: C	C4CD \$10,000.	00		
POV: 21 20212021 2020 0000 60 BC00 421010ASP0 22NL 0A60BC 5074737821 021001 TAC: C4CE \$ 5,000.00										
NTS: 21 20212021 2020 0000 60 BC00 421010ASP0 2579 0A60BC 5074737839 021001 TAC: C4CF \$ 5,000.00										
					b. SIGNATURE ATTER SHIPLEY- Digitally signed by AUER.SHIPLEY-					
a. TITLE SHIRLEY-ANNE AUER					ANNE.1276800325					
BUDGET OFFICER ANNE.1276800325 Date: 2021.06.21 14:06:42 +02'00'										
24. AUTHORIZING/ORDER-ISSUING OFFICIAL b. SIGNATURE WIGGING CARLA					c. ORGANIZATION ADDRESS Digitally signed by					
a. TITLE CARLA WIG			WIGGINS.CARL RENEE.11444131	A. v	WIGGING CARDERES TELETITION					
CHIEF, CIV HUMAN RESOURCES RENEE.1144413110 Date								, Al	O AL WITZ	
PC1121					DATE ISSUED	- (111	202106	21		

CERTIFICATION AND CLOSING

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11. For Parties I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

VERIFICATION

L. Die

I, JOVAN LUMAIT	, personally appeared before the
undersigned attesting officer authorized by law to a	administer oaths, and after being duly sworn,
declare under oath that I am the Petitioner in the ab	ove-styled action and that the facts stated in
the Verified Criminal Complaint and Statements of I	Material Fact and Index are true and correct to
the best of my knowledge.	
Signed this 31 day of August	2023
Petitioner/Plaintiff/Complaina	ant, Self-Represented
Sworn to and affirmed before me, this	MIC M
31 day of Avoust 2023. ROSA R	IVERA
Say hour My PARALEGALS	PECIALIST 044(A)
NOTARY PUBLIC	
My commission expires: 10 USC 1044(A)	
TWO HELD	
SEA.	
SEAL &	•
Verified Criminal Com	plaint 057